# EXHIBIT 14



March 11, 2011

Howard Z. Robbins Member of the Firm d 212.969.3912 f 212.969.2900 hrobbins@proskauer.com www.proskauer.com

#### By Fax and Mail

Ms. Karen Fernbach Acting Regional Director National Labor Relations Board, Region 2 26 Federal Plaza, Room 3614 New York, NY 10278

Re:

National Football League Players Association

Case No. 2-CB-22939

Dear Ms. Fernbach:

On behalf of our client the National Football League, attached is the first amended unfair labor practice charge against the National Football League Players Association for breach of its duty to bargain collectively and in good faith concerning the terms of a new collective bargaining agreement covering all NFL players.

Thank you for your assistance. Please contact me if you have any questions.

Sincerely,

Howard Z. Robbins

HZR/lb **Enclosure** 

Mr. Elbert F. Tellem, Assistant to the Regional Director cc:

Jeffrey Pash, Esq. Dennis Curran, Esq. L. Robert Batterman, Esq. Peter D. Conrad, Esq.

INTERNET						FORM EXE	MPT UNDER 44 U.S.C 351	
FORM NLRB-508	UNITED STATES OF AMER			DO NOT WRITE IN THIS SPACE				
(2-08)	NATIONAL LABOR RELATIONS CHARGE AGAINST LABOR ORGA		Case		Ī	Data Filed		
First Amended				22939		March , 2011		
	INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.							
MOTIOUTIONS, File all							-	
LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH     Name					resentative			
a. Name National Football League Players Association				DeMaurice Smith, Executive Director				
c. Address (Street; city, state, and ZIP code)				d. Tel. No. 212-756-9100		e. Cell N	10.	
1133 20th Street, N.W., Washington, DC 20038			L	f. Fax No.		g. e-Mail		
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				202-756-9				
h. The above-named orga	nization(s) or its agents has (have) engage	ed in and is (are)e	ngaging in unfa	ilr labor prac	tices within	the meaning	ng of section 8(b),	
nichanolicada). (Nat with	sctions) (3) cting commerce within the meaning of the		of the Nation	allahar Ka	ianons Act.	and these t	Lintair redor drectices	
	the Postal Reorganization Act.	POL OF WIGOO GAME	n moor precess		praosoco u	iloodil <b>a</b> oo		
	set forth a clear and concise statement of	the facts constituti	ng the elleged o	unfair labor (	ractices)			
						n"), the re	ecoanized	
On or about June 3, 2009, the National Football League Players Association ("NFLPA" or the "Union"), the recognized collective bargaining representative of all players in the National Football League ("NFL" or the "League"), and the NFL								
Management Course White More as he have for the mamber ships of the NEL beans formal pendictions of a new								
Management Council ("NFLMC"), acting on behalf of the member clubs of the NFL, began formal negotiations of a new collective bargaining agreement. The current agreement (the "CBA") expires March 3, 2011.								
collective pargaining	agreement. The cuttent agreem	out (the CDA	axpii es ivia	HCH 5, 20	1.			
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During the course of	the bargaining that has followed,	the NFLPA CO	nsistentiy na	is railed to	conter in	good iai	Itti Witti uia	
NFLMC regarding w	ages, hours and other terms and	conditions of e	nployment o	or the INFL	players	as require	because and	
	abor Relations Act (the "Act"). As	shown below,	the Union's	conduct a	mounts to	o surrace	bargaining and	
an anticipatory refus	al to bargain.							
(Continued on attach	iment)							
					<u>,</u>			
Name of Employer     National Football League and its Constituent Member Clubs				4a. Tel. No.		b. Cell N	0.	
			L.	212-450-2033		d. e-Mail		
				c. Fax No.		3. 0 17121		
				212-681-7571				
5. Location of plant involv	red (Street, city, state and ZIP code)						nistive to contact	
Nationwide				Jeffrey Pash, Exec		ecutive Vice		
					Preside	nt and Ge	eneral Counsel	
7. Type of establishment	(factory, mine, wholesaler, etc.)	8. Identify print	dpai product or	service	9. Numbe	r of worker	s employed	
Professional sports i	eague	Football			Approx.	2,000 (p	layers)	
			11	1a. Tel. No.		b. Cell No	0.	
10. Full name of party filing charge National Football League			1	12-450-20	33			
Marioner i porneri residos				c. Fax No.		d. e-Mell		
				212-681-7571				
280 Park Avenue, Ne	3W YORK, NY 1001/		•					
	/ 12. DECLARATION	A STATE OF THE STA	·	TeL	No.			
declare that I have read the stove charge profited the statements therein are true to the best of my knowledge and belief.				212-450-2033				
March Man Jeffrey Poeh				Cell No.				
(signoture of representative) or person making charge). (Print/type name and title or office, if any)				,	<del>,</del>			
				Fax	Fax No. 212-881-7571			
				214	212-681-7571 g-Meil			
	enue, New York, 10017		There	G-WI	e.			
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WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

## Attachment to First Amended Unfair Labor Practice Charge Against National Football League Players Association NLRB Case No. 2-CB-22939

(Continuation of Section 2 of Charge)

More specifically, since the commencement of formal negotiations, the NFLPA has engaged in a course of conduct calculated to avoid reaching an agreement with the NFLMC by, inter alia, (i) delaying the scheduling of bargaining sessions; (ii) failing to respond in a timely and/or meaningful manner to the NFLMC's contract proposals; (iii) inducing the NFLMC to make proposals that were then categorically rejected by the NFLPA; (iv) insisting upon disclosure of financial data to which the NFLPA has no legal right and then suspending negotiations unless and until such data is produced by the NFLMC; (v) conditioning contract proposals on the NFLMC's agreement to a nonmandatory subject of collective bargaining, i.e., extension of the United States District Court's oversight of this collective bargaining relationship via extension of the Stipulation and Settlement Agreement in White v. NFL, an antitrust case through which the Court has exercised jurisdiction over the terms and conditions of employment of NFL players' employment in this unionized industry; and (vi) engaging in other actions demonstrating that the Union has approached these negotiations with no intent to reach agreement through good faith collective bargaining.

These tactics have been and are integral to -- indeed, they are in preparation for -- the NFLPA's announced strategy to run out the clock and, after the CBA expires on March 3, purport to "disclaim interest" as the representative of the NFL players, a strategy utilized by the Union in a prior negotiation and one that the NFLPA often has threatened to resort to in this negotiation should it be deemed more advantageous to the players than the collective bargaining process that the Union is obligated by law to follow. On the false premise that the bargaining relationship would effectively be terminated as a result of its sham disclaimer, the NFLPA has made plain that it will then seek (i) to enjoin, as a supposed antitrust violation, any effort by the League/Clubs in support of their bargaining demands to exercise their rights under federal labor law lawfully to lock out the players, and (ii) once again to achieve a favorable agreement with the NFLMC through the threat, commencement and subsequent settlement of antitrust litigation, rather than through the give and take of good faith collective bargaining contemplated by the Act and enforced by the National Labor Relations Board.

As in the past, the NFLPA's threatened disclaimer as the representative of the players, together with the now-familiar antitrust litigation that is expected to follow, is a ploy and an unlawful subversion of the collective bargaining process, there being no evidence whatsoever of any (let alone widespread) disaffection with the Union by its members. It is both the reason for and proof of the NFLPA's failure to approach these negotiations with a sincere desire to reach a new agreement at the bargaining table as opposed to the courthouse. The NFLPA's statements and conduct over the course of the last 20 months plainly establish that it does not intend to engage in good faith collective bargaining with

the NFL after the CBA expires or otherwise meet its obligations under Section 8(d) of the Act, and that it instead will pursue its goals on behalf of the players by pretending to disclaim interest as their Section 9(a) representative and then sue the NFL under the antitrust laws. The Union's strategy amounts to an unlawful anticipatory refusal to bargain.

The Union is contriving, through its inevitable sham disclaimer, to make the NFL's post-expiration conduct appear "sufficiently distant" from the collective bargaining process that the Union's pursuit of antitrust remedies would not significantly interfere with that process. The Union will not, however, genuinely be defunct or otherwise irrevocably removed from the NFL/NFLPA collective bargaining relationship.

### Basis for First Amended Charge

The CBA expires on March 11, 2011, with no new agreement in place between the NFLMC and the NFLPA.<sup>2</sup> Since on or about March 11, 2011, the NFLPA has continued its unlawful course of conduct by (i) purporting to disclaim interest in the representation of the players; and (ii) initiating antitrust litigation against the League and its member clubs, all as anticipated and described above in the original unfair labor practice charge filed against the NFLPA in Case No. 2-CB-22939 on February 14, 2011.

For all the foregoing reasons, the Union's conduct violates Section 8(b)(3) of the Act.

<sup>&</sup>lt;sup>1</sup> Brown v. NFL, 518 U.S. 231 (1996). This charge seeks the Board's detailed views—as the Supreme Court requested in Brown—as to whether the Union's sham disclaimer would make terms and conditions of players' employment sufficiently distant from the collective bargaining process that antitrust intervention would not significantly interfere with that process.

<sup>&</sup>lt;sup>2</sup> On March 3, 2011, the parties agreed to a one-day extension of the original March 3 expiration date.

1133 20th Street, NW • Washington, DC 20036

202.756.9100

202.756.9317



March 11, 2011

# VIA FACSIMILLE AND OVERNIGHT MAIL

Dennis Curran Senior Vice President National Football League 280 Park Avenue New York, N.Y. 10017

Re: Renunciation of Collective Bargaining Status

Dear Dennis:

Please be advised that as of 4:00 p.m. eastern time today, the NFLPA will no longer be acting as a collective bargaining representative for the players in the NFL (see enclosed copy of DeMaurice Smith's letter to Commissioner Goodell). As a result, the NFLPA will no longer be representing any players in grievances being processed under Article IX (Non-Injury Grievances) or X (Injury Grievances) of the 2006 Collective Bargaining Agreement (CBA), or in any pending disciplinary appeals being processed under Article XI (Commissioner Discipline) of the 2006 CBA, the NFL/NFLPA Drug Programs, or the NFL Personal Conduct Policy.

Players are being advised to retain their own counsel in these proceedings, and you will be informed by the player or his counsel, hopefully in the near future, as to the person you will hereafter be dealing with on his behalf. By copy of this letter to the Non-Injury and Injury Grievance arbitrators, I am informing them of this development as well.

Sincerely,

Richard A. Berthelsen NFLPA General Counsel

cc:

Adolpho Birch Art Shell Ted Cottrell Ray Anderson Jeff Pash

Injury and Non-Injury Grievance Arbitrators